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Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SELENA KEENE, MELODY FOUNTILA, MARK) Case No.:
 MCCLURE, DARRELL TAKASATO, SHANNON)
 HARTMAN, KATIE LIGHTFOOT, MD,)

Plaintiffs,)

v.)

CITY AND COUNTY OF SAN FRANCISCO;)
 LONDON BREED, Mayor of San Francisco in her)
 official capacity; CAROL ISEN, Human Resources)
 Director, City and County of San Francisco, in her)
 official capacity; SANTA CLARA VALLEY)
 MEDICAL CENTER; PAUL E. LORENZ,)
 Executive Director of Santa Clara Valley Medical)
 Center, in his official capacity; DR. DAVID)
 JACOBSON, Director of Medicine Residency at)
 Santa Clara Valley Medical Center, in his official)
 capacity; JEFFREY V. SMITH, Executive Officer for)
 Santa Clara County, in his official capacity; DOES 1-))
 100,)

Defendants.)

**COMPLAINT FOR INJUNCTIVE
 AND DECLARATORY RELIEF,
 DAMAGES**

[Demand for Jury Trial]

1 1. COME NOW Plaintiffs SELINA KEENE, MELODY FOUNTILA, and MARK
2 MCCLURE, employees of Defendant CITY and COUNTY OF SAN FRANCISCO hereinafter
3 CCSF), Plaintiffs SHANNON HARTMAN, DARRELL TAKASATO, and KATIE LIGHTFOOT,
4 MD, employees of Defendant SANTA CLARA VALLEY MEDICAL CENTER (hereinafter
5 SCVMC), seeking declaratory and injunctive relief, in the form of a preliminary and permanent
6 injunction, barring Defendants, and all those in active concert, from abridging Plaintiffs'
7 constitutionally and statutorily protected rights guaranteed by Title VII of the Civil Rights Act of
8 1964, and the California Fair Employment and Housing Act. Plaintiffs also seek damages for
9 violation of their fundamental civil rights.

11 JURISDICTION AND VENUE

12 2. This Court has jurisdiction and venue over this action pursuant to 28 U.S.C. §§ 1331,
13 1343, and 42 U.S.C. §§ 1983 and 1988 because the Defendants are violating Plaintiffs'
14 civil rights; and 42 U.S.C. § 2000e-5(f)(3), which confers original jurisdiction on federal district
15 courts to address the deprivation of rights, privileges, and immunities secured by the United States
16 Constitution and federal law, and the general legal and equitable powers of this Court,
17 which empower this Court to grant the requested relief.

18 3. Plaintiffs' claims for declaratory and injunctive relief are authorized by 28 U.S.C. §§
19 2201-2202, and Federal Rules of Civil Procedure, Rule 57 and 65.

20 4. Supplemental Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1367 over the
21 State law claims which are so related to the federal claims in this action that they form part of the
22 same case or controversy under Article III of the U.S. Constitution.

23 5. This Court has the authority to award Plaintiffs' attorneys' fees and costs associated
24 with this action pursuant to 42 U.S.C. §§ 1988 and 1983 and other applicable laws.

6. Venue is proper within this judicial district and division, pursuant to 28 U.S.C. § 1391(b) because the relevant events have occurred and are threatened to occur in this jurisdictional district and division.

The Vaccine Mandates

7. On June 23, 2021, CCSF demanded that all 35,000 of its employees be vaccinated against COVID-19 or risk losing their jobs. The requirement would take effect once a COVID-19 vaccine received full authorization from the Food and Drug Administration. Due to the FDA's authorization of the Pfizer vaccine, the mandate was revised. Thereafter, in a mandate issued by Defendant LONDON BREED, all CCSF workers were to be vaccinated by November 1, 2021.

8. On August 5, 2021, Defendant JEFFREY V. SMITH, County Executive for Santa Clara County, issued an order that all County employees were to be vaccinated by November 1, 2021, or risk losing their jobs. Defendant PAUL E. LORENZ, Executive Director of Santa Clara County Medical Center, implemented the County vaccine mandate at SCVMC.

PARTIES

Plaintiffs

9. Plaintiff SELENA KEENE, is and was at all times relevant to this action, a qualified/eligible employee of Defendant CCSF, within the meaning of the California Fair Employment and Housing Act and Title VII of the Civil Rights Act. Plaintiff resides in San Francisco County, California. Based on her sincerely held religious beliefs she requested, and was denied, a religious accommodation to the vaccine mandate imposed by Defendant LONDON BREED. That mandate was implemented by Defendant CAROL ISEN, who as head of the CCSF's HR Department is responsible for implementing the vaccine mandates against all CCSF employees.

10. Plaintiff MELODY FOUNTILA is and was, at all times relevant to this action, a

1 qualified/eligible employee of Defendant CCSF, working for the CCSF within the meaning of
2 the California Fair Employment and Housing Act and Title VII of the Civil Rights Act. Plaintiff
3 resides in Contra Costa County, California. She was infected with and survived COVID-19. Based
4 on her sincerely held religious beliefs she requested, and was denied, a religious accommodation
5 to Defendant LONDON BREED's vaccine mandate. She also requested a medical exemption
6 based on the fact that she has natural immunity to COVID-19 and the antibodies to prove it. Her
7 medical exemption request was also denied.
8

9 11. Plaintiff MARK MCCLURE is and was, at all times relevant to this action, a
10 qualified/eligible employee of Defendant CCSF, within the meaning of the California Fair
11 Employment and Housing Act, and Title VII of the Civil Rights Act. Plaintiff resides in San
12 Mateo County, California. His request for a religious accommodation to Defendant LONDON
13 BREED's vaccine mandate, based on his sincerely held religious beliefs, was denied.
14

15 12. Plaintiff DARRELL TAKASATO is and was, at all times relevant to this action, a
16 qualified/eligible employee of Defendant SCVMC hospital, within the meaning of the California
17 Fair Employment and Housing Act and Title VII of the Civil Rights Act. Plaintiff resides in Santa
18 Clara County, California. His religious accommodation request to SCVMC's vaccine mandate,
19 based on his sincerely held religious beliefs, was provisionally granted; however, no reasonable
20 accommodation was made. He was put on administrative leave using his paid vacation time. In
21 order to keep his medical benefits he was forced to resign on December 1, 2021.
22

23 13. Plaintiff SHANNON HARTMAN is and was, at all times relevant to this action, a
24 qualified/eligible employee of Defendant SCVMC, working for SCVMC within the meaning of
25 the California Fair Employment and Housing Act and Title VII of the Civil Rights Act. Plaintiff
26 resides in Santa Clara County, California. Her request for religious accommodation to the vaccine
27 mandate, based on her sincerely held religious beliefs, was provisionally granted; however, no
28

1 reasonable accommodation was made. She is a radiation therapist and was offered a demotion to
2 clerical worker at a loss of \$120,000.00 per year in pay. In lieu of this demotion, Plaintiff elected
3 to take paid administrative leave using her vacation time. Due to her loss of income she was forced
4 to sell her house.

5 14. Plaintiff KATIE LIGHTFOOT, MD is and was, at all times relevant to this action, a
6 qualified/eligible employee of Defendant SCVMC, working for SCVMC within the meaning of
7 the California Fair Employment and Housing Act and Title VII of the Civil Rights Act. Plaintiff
8 resides in San Mateo County, California. She was and is a resident in internship at SCVMC, with
9 a one-year contract for said residency that has now been breached by SCVMC. When she started
10 in June 2021, Plaintiff was not informed that she would be required to get the COVID-19 vaccine
11 as a condition of employment. She filed a request for a religious accommodation, which was
12 provisionally granted through October 2021. However, despite DR. LIGHTFOOT's willingness to
13 undergo daily testing and to wear an N95 mask at all times while in the hospital, SCVMC denied
14 her request for a permanent accommodation that would allow her to complete her residency.
15 Instead, LIGHTFOOT was allowed to conduct eight weeks of non-patient-facing research/reading
16 block time, which will expire in January 2022. After that, she must use her paid vacation time,
17 which will run out on or about the end of January 2022. Thereafter she will be forced to take an
18 unpaid leave of absence. SCVMC's unwillingness to provide an accommodation that will allow
19 her to meet with patients severely prejudices her chance of finishing her residency, and thereby her
20 career. Although DR. LIGHTFOOT would be willing to transfer to another program that does not
21 have a vaccine mandate, most programs do not have funding for an additional resident. She thus
22 asked SCVMC to write a letter to the Accreditation Council for Graduate Medical Education
23 (ACGME), asking them to invoke their policy for displaced residents, which would allow a
24 transfer program to request additional funding. However, SCVMC flatly refused to assist DR.
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1 LIGHTFOOT because it did not want to lose the funding for her position (even though it is no
 2 longer allowing her to continue her training). Instead of assisting her with a transfer, Plaintiff's
 3 program director, DR. JACOBSON, further sabotaged her medical career by reporting on her
 4 vaccine status to a residency program in New York where she is scheduled to complete another,
 5 different residency. In the course of numerous meetings in which he interrogated DR.
 6 LIGHTFOOT about her religious beliefs, DR. JACOBSON repeatedly warned her that her
 7 religious beliefs may preclude her from practicing medicine. At no point has anyone at SCVMC
 8 called into question the sincerity of Dr. LIGHTFOOT'S religious beliefs.
 9

10 15. All Plaintiffs have union contracts which do not mention COVID-19 or mandatory
 11 vaccinations. Because those contracts, in some cases, are hundreds of pages long, Plaintiffs herein
 12 provide URLs to those contracts which will not be appended to this Complaint.¹ The contracts for
 13 Plaintiff LIGHTFOOT are attached as Exhibit 1 and 2. All Plaintiffs have received right to sue
 14 letters from the EEOC or the DFEH.
 15

16 **Defendants**

17 16. Defendant CCSF is a qualified/eligible employer within the meaning of the California
 18 Fair Employment and Housing Act and Title VII and conducting its operations in San Francisco
 19 County. It employs Plaintiffs FOUNTILA, KEENE, and MCCLURE. It is an administrative and
 20 political subdivision of California that consists of a geographic region with specific boundaries
 21 and some level of governmental authority.
 22

24 ¹ Union contract for Plaintiffs TAKASOTA and HARTMAN:
 25 <https://employeeservices.sccgov.org/sites/g/files/exjcpb531/files/SEIU%20Local%20521%203-9-20%20-%206-25-23.pdf>; union contract for Plaintiffs KEENE and FOUNTILA:
 26 [san-francisco-city-and-county_cba_7.1.2019-6.30.2022_not_signed_0.pdf](https://sfhr.org/sites/default/files/documents/MOUs/Laborers-International-Union-Local-261-MOU-2019-2022.pdf) (seiu1021.org); union
 27 contract for Plaintiff MARK MCCLURE:
 28 <https://sfhr.org/sites/default/files/documents/MOUs/Laborers-International-Union-Local-261-MOU-2019-2022.pdf>.

1 17. Defendant LONDON BREED is and was, at all times relevant to this action, Mayor of
2 the City of San Francisco. She resides in San Francisco County. She is sued in her official
3 capacity. The Mayor of the City and County of San Francisco is the head of the executive branch
4 of the San Francisco City and County government. This officeholder has the duty to enforce city
5 laws and the power to either approve or veto bills passed by the San Francisco Board of
6 Supervisors. Because of San Francisco's status as a consolidated city-county, the Mayor also
7 serves as the head of government of the County and can issue executive orders and/or mandates,
8 and did in fact issue a vaccine mandate for all CCSF employees.

10 18. Defendant CAROL ISEN is and was, at all times relevant to this action, head of
11 the Human Resources Department of CCSF. She is being sued in her official capacity. The HR
12 Department is tasked with maximizing employee productivity and protecting CCSF from any
13 issues that may arise within the workforce. HR responsibilities include compensation and benefits,
14 recruitment, firing, and keeping up to date with any laws that may affect the company and its
15 employees. The Human Resources Department executes the Mayor's vaccine mandate by
16 terminating employees that are not vaccinated. For purposes of this litigation, termination
17 includes, but is not limited to, being placed on forced administrative leave or having employees
18 use up their accrued benefits, such as FMLA time, sick time, and vacation time while waiting out
19 the results of this litigation.

21 19. Defendant SCVMC, commonly known as Valley Medical Center or simply Valley
22 Medical, is a prominent 731-bed public tertiary, teaching, and research public hospital in San Jose.
23 It employs Plaintiffs TAKASATO, HARTMAN, and LIGHTFOOT.

25 20. Defendant PAUL E. LORENZ is the Executive Director of SCVMC. He is directly
26 responsible for enforcing Santa Clara County's vaccine mandate at SCVMC.

21. Defendant DR. DAVID JACOBSON is the Program Director for internal medicine residents at SCVMC. He has repeatedly interrogated DR. LIGHTFOOT about her religious beliefs, insinuating that they are somehow insincere, which they are not. DR. JACOBSON is primarily responsible for denying Dr. LIGHTFOOT an accommodation that would allow her to continue her training, such as by wearing personal protective equipment, face shields, or masks (as healthcare providers did for nearly a year before the vaccines became available) and being tested either daily or twice weekly. He has also acted improperly by contacting DR. LIGHTFOOT's future employer and disclosing her vaccination status. Instead of advocating for DR. LIGHTFOOT, he has repeatedly warned her that her religious beliefs would likely preclude her from ever practicing medicine. DR. LIGHTFOOT understood these comments as threats designed to induce her to violate her religious beliefs by taking the vaccine. On information and belief, DR. JACOBSON was also involved in SCVMC's decision to reject DR. LIGHTFOOT's request to assist her in asking ACGME (the Accreditation Council of Graduate Medical Education—which is the governing body over graduate medical education) to designate her as a displaced resident. As a result, DR. LIGHTFOOT will likely be unable to transfer to a program that does not have a vaccine mandate (of which there are several). This decision to not assist DR. LIGHTFOOT was apparently motivated by a desire to prevent the federal funding provided for DR. LIGHTFOOT's training from going to another program.

22. Defendant JEFFREY V. SMITH is the County Executive for Santa Clara County. The office of the County Executive provides analytical support, strategic planning, policy analysis, and budgetary oversight for the Santa Clara County. In addition, it seeks to safeguard the civil rights, and to educate, inform, and advise both those who administer and those who receive County services. Defendant SMITH is directly responsible for issuing the Santa Clara County vaccine

1 mandate at issue in this case. That mandate required all employees of Santa Clara County to be
2 vaccinated or face termination.

3 23. The true names and capacities, whether individual, corporate, associate, or otherwise,
4 of DOES 1 through 100, inclusive are unknown to Plaintiffs at this time, who therefore sues said
5 Defendants by such fictitious names. Plaintiffs are informed and believe and thereon allege that
6 each of the fictitiously named Defendants are in some way responsible for, or participated in, or
7 contributed to, the matters and things complained of herein, and are legally responsible in some
8 manner. Plaintiffs will seek leave to amend this Complaint when the true names, capacities,
9 participation, and responsibilities have been ascertained.

11 24. Plaintiffs are informed and believe, and thereon allege, that at all times herein
12 mentioned, the CCSF Defendants named in this action, and in turn the SCVMC and County
13 defendants, as well as the fictitiously named Defendants, and each of them, were agents and
14 employees of the remaining Defendants, and in so doing the things hereinafter complained of,
15 were acting within the course and scope of such agency and/or employment and with the
16 knowledge and consent of the remaining Defendants.

18 **STATEMENT OF FACTS**

19 25. Due to the vaccine mandates, supra, Plaintiffs have been forced to take administrative
20 leave and to use sick time, vacation time and FMLA time in order to mitigate their damages and to
21 “buy” time while this litigation progresses.

22 26. Plaintiff TAKASOTA, after exhausting his vacation time, has been forced to resign
23 and to take an early retirement that is not sufficient for him to continue living in California.

24 27. Plaintiff HARTMAN has been forced to sell her house because she can no longer
25 afford the payments.
26

1 28. Plaintiff LIGHTFOOT might lose her career, not to mention having to pay back
2 student loans without the requisite income from being a doctor.

3 29. Plaintiff FOUNTILA experienced hostility from vaccinated co-workers and had to
4 check her feelings and emotions. She now loses sleep over the prospect of not being able to
5 support herself. Assuming that CCSF wants their staff to have immunity to COVID-19,
6 FOUNTILA's termination is especially egregious because she has natural immunity to the disease.
7

8 30. Plaintiff MCCLURE lost his pension and at age sixty (60) worries about trying to
9 search for another job. His employment with the City and County had been a reliable source of
10 income, and at his age it is a hardship to seek full time employment. His family income has been
11 cut in half. He can no longer afford health care, his mortgage payments are in jeopardy, and his
12 utility bills are now unaffordable.

13 31. Plaintiff KEENE has an a-fib condition. That condition was exacerbated by stress
14 incident to her fear of loss of income, medical benefits, promotional opportunities, retirement
15 income, and payments for her medical insurance. As a result, she was forced to take disability
16 leave on October 27, 2021.
17

18 32. The Defendants arbitrarily and unreasonably implemented the mandates. The mandates
19 fail to address the reality that unvaccinated employees with accommodations can safely perform
20 their job duties protecting themselves, fellow employees, and the community they serve through
21 non-pharmaceutical interventions, such as daily health screenings, wearing masks, quarantine,
22 taking the new COVID-19 pill and, in some cases, telecommuting for work. Before the mandates
23 were implemented, the Plaintiffs were called heroes for staying on the job and working through
24 the worst of the COVID-19 pandemic. During that time, the Defendants relied on weekly testing,
25 wearing of masks, PPE, and telecommuting as the primary means of protecting the peace, health,
26 and safety of the public, other employees, and themselves. Now Plaintiffs are being terminated
27
28

1 because they do not want to take an experimental drug that violates their protected religious
2 beliefs, and because the Defendants will not admit the efficacy of the prior means of protecting the
3 public and their employees.

4 33. The mandates at issue ignore peer-reviewed studies comparing naturally acquired and
5 vaccine acquired immunity. Those studies show overwhelmingly that natural immunity provides
6 equivalent or greater protection against severe infection from COVID-19 than immunity generated
7 by mRNA vaccines. CCSF, LONDON BREED, SCVMC, and the Santa Clara County Executive
8 do not and cannot point to any evidence that vaccinated individuals have longer lasting or more
9 complete immunity than those who have recovered from COVID-19. Early data also suggests that
10 naturally acquired immunity may provide greater protection against COVID variants than vaccine-
11 induced immunity.
12

13 34. CCSF and Santa Clara County's refusal to allow an opt out, especially for employees
14 with naturally acquired immunity, is not based on science. In line with this unreasonable and
15 arbitrary refusal, the CCSF and Santa Clara County do not provide any process for employees to
16 submit test results showing antibodies that provide natural immunity from COVID-19.
17

18 35. The mandates further presume that requiring vaccination of an individual that has
19 already contracted and recovered from COVID-19 will not cause any short-term or long-term
20 injuries. This presumption is based on absolutely no evidence and is purely conjectural.
21

22 36. The mandates are also based on a misunderstanding that an FDA-approved vaccine is
23 currently available in the United States. On information and belief, all of the vaccines for COVID-
24 19 currently being used in the United States remain under Emergency Use Authorization (herein
25 "EUA"). The only COVID-19 vaccine granted full approval (Comernity) by the FDA in August
26 2021 has not yet been administered in the United States. It is still unavailable for the employees
27 now subject to the vaccination mandate.
28

FIRST CAUSE OF ACTION
Violation of Title VII of the Civil Rights Act of 1964
42 U.S.C. § 2000e et seq.
(Against All Named Defendants)

37. The preceding paragraphs are hereby incorporated and realleged as though fully set forth herein.

38. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides broad workplace protections for people of sincere religious faith.

39. Among other protections, it is generally unlawful for an employer to “exclude or to suspend an employee, or otherwise to discriminate against, any individual because of his race, color, religion, sex, or national origin.” 42 U.S.C. § 2000e-2(c)(1).

40. Within this framework, Title VII requires an employer to reasonably accommodate an employee’s sincere religious observances and practices, unless such an accommodation would impose an undue hardship on the employer.

41. Pursuant to 42 U.S.C. § 2000e (j), “religion” in the employment context is defined as “all aspects of religious observance and practice, as well as belief.” In view of this broad definition by Congress, it cannot be said that any employer covered by Title VII may legally or constitutionally require an employee to belong to any “bona-fide” religious organization as a condition for receiving an accommodation.

42. Title VII protects the Plaintiffs and other City employees’ rights to request religious or medical accommodations, as needed. The employer is required to evaluate the request and determine through an interactive process whether reasonable accommodations can occur and the employee must be provided a reasonable opportunity to submit such requests. Defendants have utterly failed to make reasonable accommodations for the Plaintiffs’ religious accommodation requests. Given that employees could submit to daily health screenings, wearing of masks,

quarantine, taking the new COVID-19 pill, and telecommuting for work, those requests for accommodation would not amount to an undue hardship on the Defendants.

43. Plaintiffs' right to free exercise of religion cannot be conditioned on the Defendants' irrational mandates. All Defendants, in denying the Plaintiffs' exemptions, were doing so under color of law. Plaintiffs have been damaged as a result, and also seek equitable relief from these irrational mandates.

44. Plaintiffs herein seek declaratory and injunctive relief, mandating that Defendants accommodate their religious accommodation requests. Plaintiffs further request the same relief for medical exemptions based on having had COVID-19 and its concomitant antibodies.

SECOND CAUSE OF ACTION
Violation of the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 et seq.) – Failure to Provide Religious Accommodation
(Against All Named Defendants)

45. Plaintiffs hereby incorporate and reallege the preceding paragraphs as though fully set forth herein.

46. Under FEHA, it is an unlawful employment practice for an employer to discriminate against any employee or other covered person because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer demonstrates that it has explored any available reasonable means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties that conflict with their belief and observance, or permitting those duties to be performed at another time or by another person.

47. Plaintiffs are persons and employees of Defendants within the meaning of FEHA.

48. Defendants were at all times relevant herein employers for purposes of FEHA.

49. Plaintiffs are able to perform the essential functions of their jobs with Defendants

1 and have been doing so successfully and commendably for many years, including working during
2 the height of the pandemic.

3 50. The positions for which Plaintiffs were hired, and their union contracts, did not
4 mention mandatory vaccines in their job postings, descriptions, or essential duties.

5 51. Nevertheless, the mandates at issue make clear that accepting certain vaccines are
6 suddenly a de facto expectation for their positions.

7 52. Plaintiffs have strong, sincerely held religious beliefs that taking the COVID-19
8 vaccines would be morally wrong for them.

9 53. Plaintiffs have notified their supervisors of the conflict and in fact requested
10 accommodations.

11 54. Accommodation would permit Plaintiffs to continue performing their essential
12 functions as they have been doing for many years.

13 55. Defendants refused to explore available reasonable alternatives to the stated vaccine
14 requirement or engage in any timely, interactive, meaningful, or good faith process with Plaintiffs
15 to ascertain whether, in light of their extensive backgrounds and experience, they could in fact
16 perform the essential functions of their positions without being vaccinated.

17 56. Defendants' refusal to accommodate, or even explore possible accommodation of
18 Plaintiffs' religious beliefs, was a substantial motivating factor in Defendants' decision to restrict
19 the terms and conditions of their employment.

20 57. As a result of Defendants' discriminatory actions, Plaintiffs suffered harm and are
21 entitled to recover damages including but not limited to mental suffering, past and future lost
22 earnings and benefits, and other compensatory damages in an amount according to proof.

23 58. Defendants intentionally violated Plaintiffs' rights with malice and recklessness
24 in violation of FEHA, subjecting them to punitive or exemplary damages.
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THIRD CAUSE OF ACTION
Breach of Contract
(Against All Named Defendants)

59. The preceding paragraphs are hereby incorporated and realleged as though fully set forth herein.

60. All Plaintiffs have union-negotiated contracts with their respective employers. All Plaintiffs are third party beneficiaries of those contracts and thereby have the right to enforce said contracts. None of the contracts reference COVID-19, nor do they give the employers a unilateral right to coerce vaccinations upon pain of losing employment. Changes to the union contracts must be bargained for in good faith. On information and belief, that has not happened.

61. All Plaintiffs have performed their contractual duties.

62. The Defendant employers breached their contracts with Plaintiffs by requiring Plaintiffs to comply with their vaccine mandates. Such forced compliance, given upon threat of job loss, is a material breach of the Plaintiffs' employment contracts.

63. As a result of the Defendant employers' breaches of contract, the Plaintiffs have been damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against All Named Defendants)

64. The preceding paragraphs are hereby incorporated and realleged as though fully set forth herein.

65. Defendants failed to engage in meaningful negotiations to accommodate the Plaintiffs' religions. Defendants knew that they were violating FEHA yet continued their reckless behavior. Given that Plaintiffs' civil rights were being violated, the intentional failure to accommodate Plaintiffs constituted extreme and outrageous conduct. Defendants knew Plaintiffs would suffer irreparable harm from loss of employment, earnings, and professional standing as a result of their

1 religiously motivated refusal to be vaccinated and their termination resulting therefrom.
2 Defendants' conduct was made with the intention of causing, or reckless disregard of the
3 probability of causing, emotional distress. The Plaintiffs have suffered severe or extreme
4 emotional distress caused by the Defendants' outrageous conduct in violating a public policy of
5 California. Plaintiffs have been damaged as a result.

6 **PRAYER FOR RELIEF**

7
8 WHEREFORE, Plaintiffs move the Court for:

- 9 1. A preliminary and permanent injunction requiring Defendants to accept all sincere
10 requests for religious accommodations to the taking of the COVID-19 vaccinations;
11 2. A preliminary and permanent injunction requiring Defendants to accept all sincere
12 requests for medical exemptions based on having COVID-19 antibodies acquired as a result of
13 surviving a COVID-19 infection;
14 3. Plaintiffs request compensatory damages in an amount according to proof;
15 4. Plaintiffs request reasonable costs of suit and attorneys' fees;
16 5. Plaintiffs request punitive damages for Defendants' willful, malicious, intentional,
17 and reckless violations of Plaintiffs' civil rights;
18 6. Plaintiffs request such other and further relief as the Court may deem appropriate.

19 Dated: December 21, 2021

20
21 s/ Russell Davis
22 Russell Davis, Esq.
23 Kevin T. Snider, Esq.
24 PACIFIC JUSTICE INSTITUTE

25 *Attorneys for Plaintiffs*
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all causes of action and claims to which they have a right to a jury trial.

s/ Russell Davis
Russell Davis, Esq.
Kevin T. Snider, Esq.
PACIFIC JUSTICE INSTITUTE

Attorneys for the Plaintiffs